

North Dakota Department of Transportation
INVITATION TO BID

NDDOT Contract # 50150314

Bid Number: 975-13-15-050	Bid Opening Date & Time: 02/26/2015 02:00 PM
Items: Asphalt Paver Rental	Buyer: Vanessa Brosten
Bid Mailing Address: 608 East Boulevard Avenue	Telephone Number: 701-328-4466
City, State, Zip: Bismarck, North Dakota, 58505	Email: vbrosten@nd.gov
Contract Period: 05/01/2015 TO 11/30/2015	Date Prepared: 02/12/2015

BID RESPONSE

Please submit your bid response on the attached forms in conformance with the instructions and specifications in the NDAC 04-12-01 – 04-12-16. One copy of your bid response must be returned to the North Dakota Department of Transportation (NDOT) prior to the time and date specified for the bid opening. Bid responses received after the time and day specified for the bid opening will be rejected. Mark envelope with word "BID" and the opening time and date. **If your bid response is accepted by NDDOT, then your bid response will constitute a binding contract.**

CONTRACT

This contract is made and entered into by and between NDDOT for the state of North Dakota (hereinafter state) and

Vendor Name Swanston Equipment	Vendor Address 3450 Main Ave Fargo ND 58103
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(hereinafter vendor). In consideration of and for the acceptance by the state of the offer made by the vendor pursuant to the bid response, the vendor agrees and promises to sell, furnish, and deliver to the state, at the time, places, and prices specified in the bid response, all goods, merchandise, supplies, commodities, equipment, or other items contained in the bid response and for which the vendor has been awarded this contract by the state. The vendor shall fully perform this contract in accordance with the terms and conditions contained in the bid response including all specifications, rules, or regulations mentioned therein, and shall comply with all applicable provisions of the NDAC 04-12-01 – 04-12-16 promulgated by the State Purchasing Division; such manual being made a part of this contract by reference. The Risk Management Appendix and Appendices A and E of the Title VI Assurances, attached, are hereby incorporated into and made a part of this agreement.

The following must be completed by the vendor; failure to do so may result in the rejection of the vendors bid proposal.

Vendor Name Swanston Equipment		
Mailing Address 3450 Main Ave Fargo ND. 58103		
Telephone Number 701-293-7325	Fax Number 701-293-9468	E-mail Address mmullen@swanston.com

Chris Shea VP

Name & Title (Type or Print)

Signature

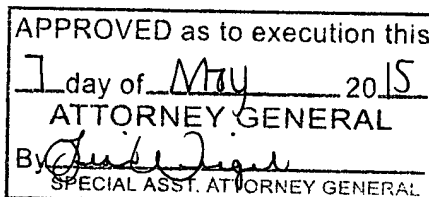
02/23/2015

Date

To be signed by **Owner; Partner; Corp. Pres., Vice Pres., or other authorized Corp. Officer** or bid may be rejected. (if signed by other authorized Corp. Officer, please attach copy of Power of Attorney or other documentation showing authority to sign.)

FOR ND DEPARTMENT OF TRANSPORTATION USE ONLY Accepted by the state according to provisions of award.

Authorized Signature Grant Levi	Date 08 MAY 2015
Recommended for approval Darcy R. Rosendahl, Dep Dir.	Approximate contract amount \$ 113,400.00
Date 5-5-15	



CLA 7480 (Div. 50)

MAILING INSTRUCTIONS

Mail only one completed and signed request for bid document per envelope, unless instructed otherwise. Request for bid documents not signed or received after the date and time specified in the request for bid will be rejected.

BID IS: ☒ SEALED ☐ NOT SEALED

Address the envelope containing your response in the following manner:

BID NUMBER - 975-13-15-050
BID OPENING DATE/TIME - February 26, 2015; 2:00 PM
N. D. DEPT. OF TRANSPORTATION
PROCUREMENT SECTION
608 E BOULEVARD AVE
BISMARCK ND 58505-0700

BIDDERS INSTRUCTIONS

1. **Acceptance/Rejection/Waiver.** The state of North Dakota reserves the right to accept or reject any or all bids and to waive minor irregularities or technicalities, provided such waiver does not substantially change the offer or provide a competitive advantage to any vendor, in the judgment of the state.

2. **Affirmative Action.** The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of individuals with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin, or disability.

3. **Assistance to Bidders with a Disability.** Bidders with a disability and/or language assistance, contact Civil Rights Division, NDDOT, 701-328-2978 or civilrights@nd.gov or TTY 711, as soon as possible so that reasonable accommodations can be made. Additionally, the Request for Reasonable Accommodations form (SFN 60135) can be accessed at the following NDDOT website location: <http://www.dot.nd.gov/forms/sfn60135.pdf>.

4. **Alterations and/or Corrections.** The person signing the bid response must initial any or all manual alterations and/or corrections to the bid response. Those bid responses with alterations and/or corrections that are not initialed may be rejected.

5. **Award.** Award will be made to a responsive, responsible bidder with the lowest price considering conformity with specifications, terms of delivery, quality, and serviceability. NDDOT reserves the right to consider bids varying in minor respects from any specific requirements herein, but judged to meet the intent of this request.

Past performance may also affect the award at the discretion of the NDDOT. References must be furnished upon request by NDDOT.

6. **Awards, Splitting of.** The state reserves the right to make awards by item, groups of items, or on the total low bid for all the items specified as indicated in the detailed specifications. Bidders interested only in the total low bid for all items are to state 'all or nothing' on their bid response.

7. **Bidder Checklist.** HAVE YOU REMEMBERED TO:

- Bid F.O.B. Destination (Ship To: Address) Freight Prepaid.
- Mark envelope as indicated.
- Review Standard Terms and Conditions contained in this solicitation.
- Sign your bid on the cover sheet.
- Initial all bid/pricing changes you made.
- Bid responses must be submitted in ink or type written.
- Review and complete all requirements contained in this solicitation to ensure compliance.

8. **Bidder's Responsibility and Late Bids.** It is the bidder's responsibility to ensure that a bid response is physically deposited with the NDDOT Procurement Office prior to the date and time specified for the opening. Late bid responses will not be opened and will be rejected and returned regardless of the degree of lateness or the reasons. It is the bidder's responsibility to comply with the State of North Dakota's laws and regulations.

9. **Bid Summary.** Bid summaries are available when the bid has been awarded. When bids are issued using the State's electronic bidding system, the bid summary will be posted and available for download from:
<http://www.nd.gov/spo/>

Bid summaries will be mailed to those bidders who supply a self-addressed, stamped envelope with their bid response. A copy of the bid summary may also be obtained by visiting the NDDOT Procurement Office during normal working hours.

10. **Bid Bond.** Waived in this instance; however, bidder(s) failing to enter into a contract with this office, upon notification of award, may be subject to removal from the bidder's list.

11. **Clarifications, Bid Changes and Questions Deadline.** The Procurement Officer is the point of contact. Any irregularities, lack of clarity, requested bid changes and all questions regarding this bid and the procurement process must be addressed to the Procurement Officer referenced on the first page of this document not later than end of business February 19, 2015. (Contact information is indicated on cover page). If a bid amendment is required, it will generally be issued after this date.

The bidder is cautioned that the requirement of this solicitation can be altered only by written amendments and that verbal communications from whatever source are of no effect.

12. **Definitions.**

- Bidder - any person or firm submitting a competitive bid in response to a solicitation.
- Bid summary - a summary of all bid responses received by the NDDOT Procurement Office.
- Bid response - the executed document submitted by a bidder in response to a solicitation.
- Contract - a deliberate written agreement between two or more competent persons to perform specific act or acts.
- Contractor - any person or firm having a contract with a governmental body.
- Solicitation - the process of notifying prospective bidders that the state wishes to receive bids for furnishing goods or services.

13. **Deviation from Specifications Supplied by NDDOT.** Unless otherwise indicated by the bidder, it will be assumed that specifications will be met in all respects. Any deviation from the minimum specifications indicated herein must be clearly pointed out PRIOR TO THE DEADLINE FOR RECEIPT OF QUESTIONS; otherwise, it will be considered that the items offered are in strict compliance with these specifications, and the bidder will be held responsible.

14. **Electronic & Facsimile Bids.** Bid responses are not to be email attached or faxed to the NDDOT unless this transmittal method has been authorized by the Procurement Officer or bid document. (Contact the Procurement officer regarding additional requirements and exceptions.) Bid responses electronically submitted or faxed may be rejected as non-responsive.

15. **Freight/F.O.B. Destination.** Freight and transportation charges are to be included in the price of the products, unless otherwise specified in the solicitation. (F.O.B. - Free On Board).

16. **Indemnification.** The attached Equipment Rental Agreement will be incorporated into the contract.

Bidders must review the attached Equipment Rental Agreement for indemnification and insurance requirements.

Objections to any of the provisions must be in writing to the attention of the Procurement Officer by the time and date set for receipt of questions.

17. **Multiple Bid(s).** Bidders may submit more than one bid response(s) for the item(s) specified in the solicitation. Each bid submitted must comply in all aspects with the bid requirements and these instructions.

18. **Negotiation.** NDDOT reserves the right to negotiate with the successful bidder to ensure the best possible consideration is afforded to all concerned.

19. **Open Records.** After award, bid documents will be subject to the North Dakota open records law. Records are closed or confidential only if specifically stated in law. If a request for public information is received, the procurement officer will determine whether the information is an exception to the North Dakota open records law,

and the information will be processed appropriately. Those interested in reviewing the bid file are to make arrangements with the NDDOT Procurement Office. The NDDOT Procurement Office hours are 8:00 a.m. - 12:00 p.m. and 1:00 p.m. - 5:00 p.m. Monday through Friday.

20. **Packaging.** All shipments are to be packaged according to accepted commercial practices to avoid damage in shipment.

21. **Performance Bond.** Successful bidders will not be required to furnish a performance bond; however, failure to perform satisfactorily will result in the immediate termination of the contract(s) and bidders may be subject to removal from the bidder's list.

22. **Preparation of Bid.** Bids will be accepted on NDDOT forms only. If the document is located on the State Procurement Office website, then bidder is to download the document and type or write their responses as indicated by the bid document. Alteration of the bid document may be cause for bid rejection. Bidders are cautioned to examine specifications and all instructions. Failure to do so will be at the bidder's risk.

23. **Pricing.** Unit prices are to be stated in United States currency and based on the unit of measurement specified in the solicitation, F.O.B. Destination, to the NDDOT delivery locations specified herein.

In the event of mathematical differences between the unit price and extended total, the unit price will prevail.

24. **Protest of Award.** An interested party may protest the award within seven days after receiving notice in accordance with N.D.C.C. 54-44.4-12 and N.D.A.C. 4-12-14.

25. **Receipt of Bids.** All sealed bids received by the NDDOT Procurement Office will be opened and read at 608 East Boulevard Avenue, Bismarck, North Dakota, at the time specified in the solicitation.

26. **Rejection.** Bid responses may be rejected if:

- The bid response is not legible.
- The bid response is not submitted on the form supplied.
- The bid response is not completed as requested.
- The bid response is completed and/or signed in pencil.
- The bid response is faxed to the procurement office.
- The bid response is not signed by an authorized company representative.
- The bid response is not responsive to the specifications or other requirements of the solicitation.
- Changes to the bid response are not initialed.
- The bid response is received after the time and date specified.
- The bidder has not met Vendor Registration requirements or is suspended or debarred.
- The bid document has been altered by the bidder.
- The bidder is determined to be not responsible (N.D.A.C. 4-12-11-04).
- The price is not fair and reasonable
- Or a combination of above.

27. **Signature.** The bid must be signed manually in ink. The name and title of the person signing the bid response must be typed or printed above the signature. The bid must be signed by **Owner, Partner, Corp. Pres., Vice Pres., or other authorized Corp. Officer** or the bid may be rejected. If signed by other authorized Corp. Officer or representative, please attach a letter signed by the Owner, Partner, Corp. Pres., or Vice Pres. indicating the individual has authority to enter into a contract on behalf of the company (or a Power of Attorney).

28. **Supplemental Terms and Conditions.** Bids including supplemental terms and conditions will be accepted, but supplemental conditions that conflict with any conditions contained in this ITB or that diminish the State's rights will be considered null and void. The State is not responsible for identifying conflicting supplemental terms and conditions before issuing a contract award.

After award of contract:

- a) If a conflict arises between a supplemental term or condition included in the bid and a term or condition of the ITB, the term or condition of the ITB will prevail, and,
- b) If the State's rights would be diminished as a result of application of a supplemental term or condition included in the bid, the supplemental term or condition will be considered null and void.

Changes, modifications, additions, or alterations to the bid document could be cause for rejection of the submitted bid at the sole discretion of the NDDOT. Contact the Procurement Officer in writing prior to the deadline for clarifications.

29. **Taxes.** The State does not pay sales tax or federal excise tax. The state sales tax exemption number is E-2001. The federal tax-free transaction number is 45-0309764.

30. **Vendor Registration.** Bids will be accepted from bidders who are not currently Approved Bidders for the State of North Dakota; however, the successful bidder may be required to become approved prior to award, in accordance with N.D.C.C. 54-44.4-09. To become an Approved Bidder, you must: 1) register with the North Dakota Secretary of State (fees apply), and 2) submit a completed Bidder List Application to the ND State Procurement Office. Registration instructions and forms are available on-line at: www.nd.gov/spo/vendor. Contact the ND State Procurement Office at 701-328-2683 or infospo@nd.gov for assistance.

31. **Withdrawal or changes to a bid response prior to the bid opening date and time.** A bidder may withdraw or make a change to his bid response prior to the bid opening date and time. The request to make a change or withdraw must be in writing by a representative of the firm. The request to withdraw or change must be signed by the bidder or his designated representatives.

32. **Withdrawals after the bid opening date and time.** Withdrawals after the bid opening will be allowed only upon written approval from the NDDOT Procurement Office. Vendors continually withdrawing bids after the bid opening may be removed from the Vendor Database.

GENERAL CONTRACT TERMS AND CONDITIONS

1. **Applicable Law and Venue.** Any dispute arising out of this agreement will be resolved under the laws of the State of North Dakota.

2. **Binding Contract.** The acceptance of a bid response in writing by the purchasing agency constitutes a contract between the bidder and the State. Written acceptance from the purchasing agency will be in the form of a purchase order, notification of award, or contract. Any oral agreement or arrangement by a bidder with a State employee or purchasing agency will have no force or effect unless reduced to writing.

3. **Contract Management.** The day to day activities of the rental will be dealt with on the district level between district personnel and the awarded dealership(s). Any changes in the contract must be approved by the Procurement Officer.

4. **Contract Volume.** The quantities to be rented as indicated herein are best estimates. NDDOT reserves the right to vary actual quantities from those indicated at any time before the bid opening and by written notification to the contractor(s) after award and throughout the term of the contract.

5. **Service Locations.** Service and repair are critical. Bidders must identify their nearest service locations by district and describe their ability to keep their loaders running during the term of the contract with minimal down time. Bidders must include a narrative describing their ability to respond to breakdowns with emergency service or replacement equipment.

6. **Compliance with Laws, Nondiscrimination and Affirmative Action.** The contractor must, in performance of work under this contract, fully comply with all applicable federal, state or local laws, rules, regulations and policies, including those relating to nondiscrimination, affirmative action, accessibility and civil rights including Title VI of the Civil Rights Act of 1964. The contractor agrees to file all required reports on time, to make required payroll deductions, and to pay all taxes and premiums owed on time, including sales and use taxes and unemployment compensation and workers' compensation premiums. The contractor shall have and keep current at all times during the term of this contract all licenses and permits required by law.

7. **Contract Amendments, Waivers.** After a binding contract has been entered into, no changes (i.e. additions, substitutions, subcontracting or a price adjustment) may be made, unless prior approval has been obtained from the purchasing agency and Procurement Officer.

The terms of this contract shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by the parties. No waiver consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement.

8. **Contract Term and Renewal Option.** The NDDOT will enter into a contract which will be effective **May 15, 2015± - November 30, 2015±**. This contract is non-renewable.

9. **Contract Termination.**

- a. **Termination without Cause.** This contract may be terminated by mutual consent of both parties, or by either party upon 30 days' written notice.
- b. **Termination for Lack of Funding or Authority.** The State may terminate this contract effective upon delivery of written notice to the contractor, or on any later date stated in the notice, under any of the following conditions:
 - i. If funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the services or supplies in the indicated quantities or term. The contract may be modified by agreement of the parties in writing to accommodate a reduction in funds.
 - ii. If federal or state regulations or guidelines are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.
 - iii. If any license or certificate required by law or regulation to be held by the contractor to provide the services required by the contract is for any reason denied, revoked or not renewed.Any such termination of this contract under (i), (ii), or (iii), above, shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.
- c. **Termination for Cause.** The State by written notice to the contractor may terminate the whole or any part of this contract:
 - i. If the contractor fails to provide services required by this contract within the time specified herein or any extension thereof; or
 - ii. If the contractor fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms and after receipt of written notice from the State, fails to correct such failures within ten days or such longer period as NDDOT may authorize.
 - iii. The rights and remedies of the State provided in the above clause related to defaults by the contractor are not exclusive and are in addition to any other rights and remedies provided by law or under this contract.
- d. **Termination, Deliveries.** If the contract is terminated for any reason, the contractor is responsible for delivery of all commodities and services ordered prior to the termination, unless those orders had been canceled by the Purchasing Agency or Entity.

10. **Contract Price Adjustment:** The Contract Unit Prices shall be firm for term of the contract period.

11. **Inspection and Investigations.** The State reserves the right to conduct inspections and investigations related to the bidder and offered commodities or services to make determinations regarding compliance with the bid requirements and responsibility of the bidder.

12. **Billing and Payment Procedures.** Invoices are to be submitted to the individual districts. Failure to submit correct invoices to the appropriate NDDOT office may delay contractor payment.

Payment will normally be made within thirty days after delivery and acceptance of commodities or services under this contract and receipt of a correct invoice. All invoice and payment inquiries must be directed to the purchasing agency.

13. **Subcontracts, Assignment.** The contractor shall not subcontract, assign or transfer the contractor's interests or duties under this contract without express written consent of the purchasing agency.

14. **Successors in Interest.** The provisions of this agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

15. **Receiving.** Deliveries must arrive at the designated destination(s) during normal business hours unless other shipping/receiving instructions are issued by NDDOT personnel. The contractor shall contact the NDDOT to schedule delivery dates and times at least 24 hours in advance of delivery.

All NDDOT offices will be closed in recognition of State holidays. Any day declared a holiday by the President or Governor will also be recognized by office closure.

16. **Specifications.** Bidders shall submit detailed manufacturer's specifications and literature along with the bid response.

17. **Equipment Rental Agreement (ERA).** Attached is an example of NDDOT's Equipment Rental Agreement which will serve as the rental agreement for the Lessor and the Lessee. Suppliers' rental agreements will not apply to this rental. Where the bid document and the ERA conflict, the bid specifications will prevail.

Objections to any of the provisions must be in writing to the attention of the Procurement Officer by the time and date set for receipt of questions.

After the contract has been awarded and as soon as the required insurance information is available; ERA(s) will be provided to the Lessor(s), to be signed and returned to the NDDOT.

01-07-2014

**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
SPECIFICATIONS
FOR RENTAL OF
COMMERCIAL CLASS PAVERS
(CARLSON CP 100, BOMAG BF6615, LEEBOY 8616, OR EQUAL)**

The intent of this bid specification is to request pricing for the rental of two commercial class pavers for road maintenance operations. The pavers shall be less than 2 years old and be of the current make and model. The contract rental period will be 7 months. Pavers shall be delivered not later than May 1, 2015± and returned by November 30th, 2015±.

All paver serial numbers shall be provided to the lessee as soon as they become available to allow for adequate time for insurance processing. A two working day notice shall be given to on site DOT personnel prior to delivery and pickup. Dealer shall be responsible for delivery to and pickup from the District Headquarters at no additional cost to the department. Quantities and locations are shown below. The DOT reserves the right to not rent the pavers depending on pricing. Acceptance will be determined after bids are received.

The eastern paver for Fargo and Valley City is estimated to be used for 200 engine hours during the rental period.

The western paver for Williston and Bismarck is estimated to be used for 400 engine hours during the rental period.

Minimum payment for each paver shall be the hourly rate for 0 – 200 engine hours times the estimated usage of 200 hours. (\$Hourly Rate as bid for 0 – 200 hours x 200 hours = Minimum payment per paver)

Lessee will carry physical damage insurance on the pavers. Lessee will accept responsibility for any breakage due to negligence done by them. Pavers will have normal wear and tear from paving operations when returned. The dealer and DOT representative must complete the paver return form attached within 10 working days of the paver's return. No claims for damage after the 10 working days will be permitted.

Lessor, or an authorized representative, shall provide 24-hour parts availability as feasible. Major repairs shall be done at the dealer's service facility. Lessee personnel will be responsible for daily maintenance, greasing, checking fluids. Pavers out of service for five working days or more shall require a replacement paver of similar features and horsepower to be setup and delivered to the assigned location as mutually agreed upon by the specific delivery lessee. The Lessor can exchange any unit during the contract period as long as the Lessee always has a machine on site which meets the terms of these specifications.

Lessor, or an authorized representative, shall provide all oil and filters for routine maintenance at no charge to the department. The routine maintenance will be performed by the lessee as required by the manufacturer and/or the operator's handbook. The lessor may require the maintenance be performed by the servicing dealer. If the lessor requires the routine maintenance be performed by the authorized servicing dealer, this shall be done at no cost to the department.

Lessor, or an authorized representative, shall at the time of delivery be available to make recommendations to prevent damage to the paver. Lessor, or an authorized representative, shall also at the time of delivery provide familiarization training to ensure efficient operation, identify daily maintenance items, lessor's requirements on paver cleanliness, and basic operation to prevent damage to the paver.

Payment/compensation shall be paid as follows: 70% of the total price bid for 200 hours of use will be paid upon satisfactory acceptance of the contract and delivery of paver, not earlier than July 10. The remaining 30% plus any additional amount over 200 hours shall be paid upon satisfactory completion of the contract rental period. Invoices shall be addressed to the Districts receiving the pavers.

PLEASE ATTACH: RENTAL CONDITIONS AND A BRIEF NARRATIVE OF YOUR COMPANY'S ABILITY TO RESPOND TO BREAKDOWNS WITH EMERGENCY SERVICE OR REPLACEMENT EQUIPMENT.

Liquid-cooled diesel engine with minimum 90 HP @ 2500 RPM

8.5 ton hopper capacity - Minimum

Crawler-type tracks with poly pads and minimum of 6 rollers per side

Hydraulically adjustable hopper wings

Electric-heated screed with dual vibrators providing minimum 2500 VPM

Dual electronic grade and slope controls capable of automatically matching joints and maintaining a set depth on both ends of the screed

Back up alarm

Front and rear working lights

Truck hitch

Mounting bracket to mount DOT furnished slow moving vehicle sign

Full warranty throughout the rental period

BIDDER Swanston Equipment

BID RESPONSE

COMMERCIAL PAVER – Delivery to WILLISTON, ND **1 EACH**

EQUIPMENT AVAILABILITY DATE: 05/01/15

PAVER YEAR 2015 MAKE: Carlson MODEL: CP100

COMMERCIAL PAVER – Delivery to FARGO, ND **1 EACH**

EQUIPMENT AVAILABILITY DATE: 05/01/15

PAVER YEAR 2015 MAKE: Carlson MODEL: CP100

ITEM NO.	QTY	UNIT	HOURLY RATE
1	1 – 200	Engine Hours	\$ 240.00
2	201 – 400	Engine Hours	\$ 87.00
3	Over 400	Engine Hours	\$ 140.00

(For the purpose of establishing the low bid award, this formula will be used: 2 units x Rate per hour for 200 hours plus 1 unit for an additional 200 hours at the 201-400 Rate per engine hour.)

SAMPLE DOCUMENT**EQUIPMENT RENTAL AGREEMENT**

North Dakota Department of Transportation
Financial Management Division, Rm. 22
608 East Boulevard Avenue
Bismarck, ND 58505-0700

NAME	LESSOR (VENDOR)	LESSEE (STATE)
		ND DEPARTMENT OF TRANSPORTATION
ADDRESS		608 E BOULEVARD AVENUE
CITY-STATE- ZIP CODE		BISMARCK ND 58505-0700
CONTACT		VANESSA BROSTEN
PHONE NO.		701-328-4466

DATE	RENTAL TERM	BEGINS ON	ENDS ON
DAY (8HRS.)	RENTAL RATES * \$	TRANSPORTATION CHARGES IF APPLICABLE	METER READING OUT
WEEK (44HRS.)	\$		
MONTH (176 HRS.)	\$	MINIMUM RENTAL AMOUNT GUARANTEED BY LESSEE	METER READING IN
EXCESS HOURS BILLED AT	\$		
* RENTAL RATES ARE BASED ON HOUR METER USAGE			
EQUIPMENT WILL BE USED AT			LESSEE WILL NOT REMOVE THE EQUIPMENT FROM THIS LOCATION WITHOUT NOTIFICATION.
SERIAL NUMBER	MAKE	MODEL	DESCRIPTION
			UNIT VALUE

BILL TO INFORMATION			
NAME			
ADDRESS			
CITY	STATE	ZIP	
CONTACT	PHONE NO		

TERMS AND CONDITIONS**AGREEMENT:**

Lessor, in consideration of the covenants, promises, and agreements on the part of the Lessee, hereinafter contained, hereby leases the equipment to Lessee in accordance with the terms of this agreement.

AMENDMENTS:

The terms of this agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by the parties.

TRANSPORTATION CHARGES:

Lessor shall pay transportation charges incurred by Lessor in delivering and retrieving the equipment to and from the Lessee.

OPERATION OF EQUIPMENT:

Lessee agrees that the equipment will be operated only by competent employees and will not be operated beyond the manufacturer's rated capacity nor improperly cared for or abused. The Lessee will pay for all costs of operation including regular maintenance and all repairs necessary due to improper use. Lessor shall supply all information necessary for Lessee to properly prepare operators and maintenance for their responsibilities. The equipment shall be returned to Lessor in as good condition as received, less reasonable wear and tear.

REPAIRS:

The expense of all major repairs made during the rental period, which shall be made by the Lessor's maintenance personnel, including labor, parts, mileage and other items will be paid by the Lessor unless required repairs are due to abuse or misuse of the equipment. The Lessee agrees to pay for repair of damaged tires or excessive wear. Cuts resulting in permanent damage to a tire will be subject to repair or replacement by Lessee if due to improper use or abuse. If the machine is down for more than 24 hours due to repairs, Lessor will issue credit of the prorated rental rate, or replace with a like or similar machine, if mutually agreed upon, or the agreement may be terminated and credited accordingly.

WARRANTY:

Lessor assigns to Lessee, for and during the term of this agreement, so long as Lessee shall not be in default, all manufacturer's warranties and guarantees, express or implied, issued on or applicable to the equipment.

ALTERATIONS AND MODIFICATIONS OF EQUIPMENT:

Lessee shall not make any additions, attachments, alterations or improvements to the equipment without the prior written consent of Lessor. Any addition, attachment, alteration or improvement of equipment shall belong to and become the property of Lessor unless, at the request of the Lessor, it is removed prior to the return of such item of equipment by Lessee. Lessee shall be responsible for all costs relating to such removal and shall restore such item of equipment to its operating condition that existed at the time it became subject to the applicable lease.

LIABILITY:

Lessee and Lessor each agrees to assume its own liability for any and all claims of any nature including all costs, expenses and attorneys' fees which may in any manner result from or arise out of this agreement.

INSURANCE:

Insurance shall be secured and kept in force during the term of this agreement, from insurance companies or a government self-insurance pool authorized to do business in the state of North Dakota, to include the following coverage:

- 1) Lessee and Lessor shall provide commercial general liability with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence.
- 2) Lessee shall provide property insurance insuring the full and true value of the equipment. Insurance policy shall name Lessee as insured and Lessor as an additional insured and loss payee thereof as Lessor's interest may appear. An Evidence of Property Insurance shall be provided to the Lessor by the Lessee.

The insurance coverage listed above shall meet the following additional requirements:

- 1) Any deductible or self insured retention amount or other similar obligation shall be the sole responsibility of the party purchasing the coverage.
- 2) This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A" or better by A. M. Best Company Inc., provided any excess policy follows form for coverage. "Follows form" means the excess policy must be written with the same terms and conditions as the policy to which is in excess.
- 3) Either party may request a certificate of insurance evidencing the required coverage that is in effect and providing that the coverage may not be canceled or modified without thirty (30) days prior written notice to the other party.
- 4) Failure to provide insurance as required in this agreement is a material breach of contract.

TAXES:

The State does not pay sales tax or most federal taxes. The State's sales tax exemption number is E-2001. The federal tax free transaction number is 45-70-0010K. the federal employer identification number is 45-6002432.

INSPECTION:

Lessee agrees to permit Lessor or its representatives to inspect equipment leased hereunder at all reasonable times upon request of Lessor.

TERMINATION:

- a. This agreement may be terminated by mutual consent of both parties, or by either party upon 30 days' notice, in writing or delivered by certified mail or in person.
- b. In addition, Lessee may terminate this agreement effective upon delivery of written notice to the Lessor, or at such later date as may be established by Lessee, under any of the following conditions:
 - 1) If Lessee funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. The agreement may be modified unilaterally to accommodate a reduction in funds.
 - 2) If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this agreement or are no longer eligible for the funding proposed for payments authorized by this agreement.
 - 3) If any license or certificate required by law or regulation to be held by the Lessor to provide the services required by the agreement is for any reason denied or revoked.

Any such termination of this agreement under (1), (2), or (3), above, shall be without prejudice to any obligations of either party already accrued prior to such termination.

- c. Either party, by written notice, may terminate the whole or any part of this agreement:

- 1) If either party fails to provide services called for by this agreement within the time specified herein or any extension thereof; or
- 2) If either party fails to perform any other provisions of this agreement, or so fails to pursue the work as to endanger performance of this agreement in accordance with its terms, and after receipt of written notice from either party, fails to correct such failures within ten days or such longer period as either party may authorize.

LESSEE AGREES TO:

- 1 Notify Lessor of any change in agreed location.
- 2 Not sublease, rent or loan above equipment.
- 3 Not hold Lessor responsible for weather conditions, such as rain, snow, etc. No credit is expected because of these conditions.
- 4 Notify Lessor immediately of any mechanical failure, at which time a decision will be made who is responsible for repairs.
- 5 Pay a cleanup charge for excessively dirty equipment.

PURCHASE ORDER:

A Purchase Order will not be issued as a result of this agreement. The executed agreement will bind the contractual obligation of the Lessee. Purchase Orders or Claim for Payments will be executed for payment of monthly invoices.

RENTAL PAYMENTS:

Lessee shall pay Lessor, upon invoice, rental payments. Payment for itemized additional charges is upon invoice. All rent and other amounts payable by Lessee to Lessor hereunder shall be paid to Lessor at the address specified above or at such other place as Lessor may designate in writing to Lessee.

LATE PAYMENTS:

Customary late charges on accounts not paid within thirty (30) days of invoice are allowable, not to exceed the maximum rate of interest permitted by law.

EXTENDED RENTAL PERIOD:

Lessee shall notify Lessor of extended rental needs. Lessee reserves the right to negotiate seasonal rates with the Lessor and may opt to extend the agreement upon mutual consent.

REQUEST FOR BID:

If a written request for bid for the equipment rental was solicited, any accompanying specific terms, conditions and specifications therein will become part of this agreement.

GOVERNING LAW AND VENUE:

Notwithstanding any rules regarding the choice of law or venue, it is agreed by the parties that this agreement shall be governed by and construed in accordance with applicable Federal Law and the laws of the state of North Dakota, at the time the agreement was executed. All disputes arising from this agreement shall be brought in the South Central District Court of the state of North Dakota.

MERGER AND WAIVER:

This agreement constitutes the entire agreement between the parties. No waiver, consent, modification, or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. The Lessor, by the signature below of its authorized representative, hereby acknowledges that the Lessor has read this agreement, understands it, and agrees to be bound by its terms and conditions.

LESSOR (Vendor) TO BE SIGNED BY OWNER, PARTNER, CORPORATE PRESIDENT, VICE PRESIDENT, OR OTHER AUTHORIZED CORPORATE OFFICER OR BID MAY BE REJECTED. (IF SIGNED BY OTHER CORP. OFFICER, PLEASE ATTACH COPY OF POWER OF ATTORNEY OR OTHER DOCUMENTATION SHOWING AUTHORITY TO SIGN.)	
NAME (TYPE OR PRINT):	TITLE:
SIGNATURE:	DATE:

LESSEE (Agency)	
APPROVED AS TO SUBSTANCE BY:	DATE:
AGENCY DIRECTOR SIGNATURE:	DATE:

SAMPLE DOCUMENT

SERVICE REPRESENTATIVES

Please complete the information below as it applies to the bid that has been submitted:

PRIMARY CONTACT NAME AND BUSINESS LOCATION (Required)

PRIMARY CONTACT NAME Mike Mullen
BUSINESS NAME: Swanston Equipment
MAILING ADDRESS: 3450 Main Ave
CITY & STATE: Fargo ND ZIP CODE: 58103
PHONE NUMBER: 701-293-7325 TOLL FREE: 800-369-0371
FAX NUMBER: 701-293-9468 EMAIL: mmullen@swanston.com

WILLISTON DISTRICT SERVICE FACILITY (Indicate 'Same as above' if applicable)

SERVICE CONTACT NAME Bennie Skalicky
BUSINESS NAME: Swanston Equipment
SERVICE ADDRESS: 3915 Burdick Expressway East
CITY & STATE: Minot, ND ZIP CODE: 58701
PHONE NUMBER: 701-837-9901 TOLL FREE: N/A
FAX NUMBER: 701-837-9904 EMAIL: bennie.skalicky

FARGO DISTRICT SERVICE FACILITY (Indicate 'Same as above' if applicable)

SERVICE CONTACT NAME Gary Jensen
BUSINESS NAME: Swanston Equipment
SERVICE ADDRESS: 3450 Main Ave
CITY & STATE: Fargo, Nd ZIP CODE: 58103
PHONE NUMBER: 701-293-7325 TOLL FREE: 800-369-0371
FAX NUMBER: 701-293-9468 EMAIL: gary.jensen@swanston.com

RENTAL EQUIPMENT RETURN FORM
(Take pictures if any items are in question.)

Check lights and electrical operation:

Check mechanical operation:

Check exterior for damage:

Check all tires/tracks for damage:

Date: _____

Model: _____

Serial Number: _____

Hours: _____

Dealer: _____

Dealer Signature: _____

District: _____

District Signature: _____

**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
APPENDIX A OF THE TITLE VI ASSURANCES**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees as follows:

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. Non-discrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or the Federal Highway Administration as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.



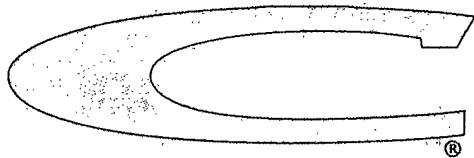
**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
APPENDIX E OF THE TITLE VI ASSURANCES**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).





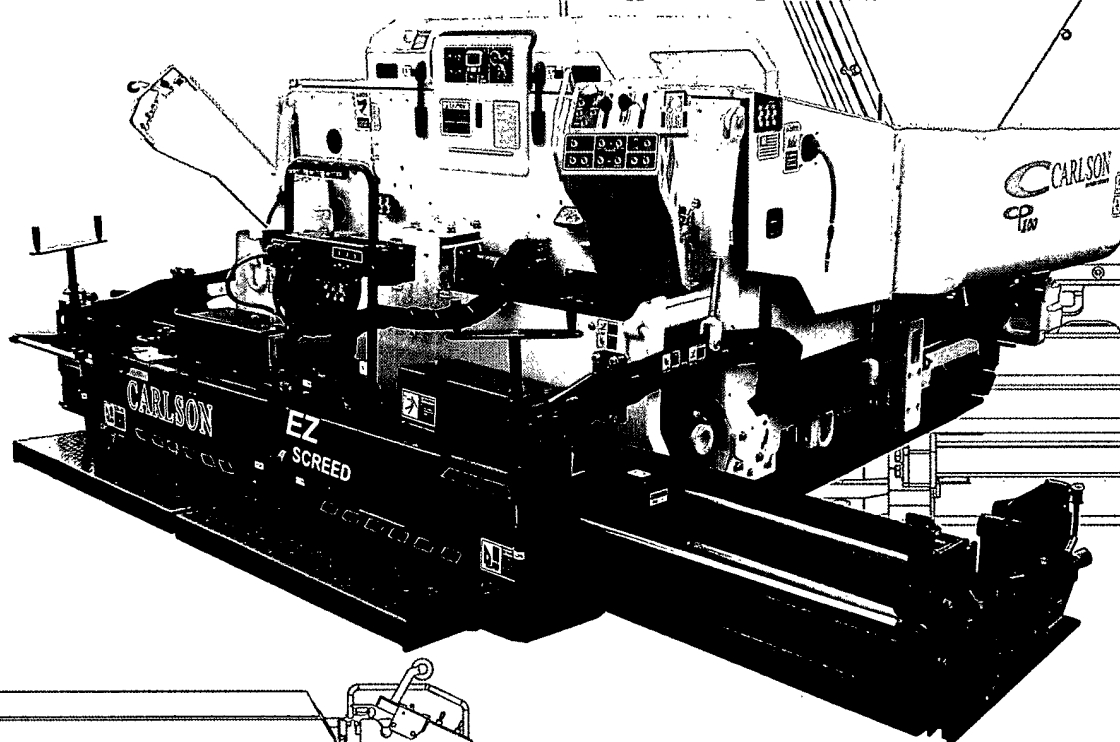
CP-100 COMMERCIAL PAVER

CARLSON

A Subsidiary of Astec Industries, Inc.

SMALL PAVER,

BIG RESULTS



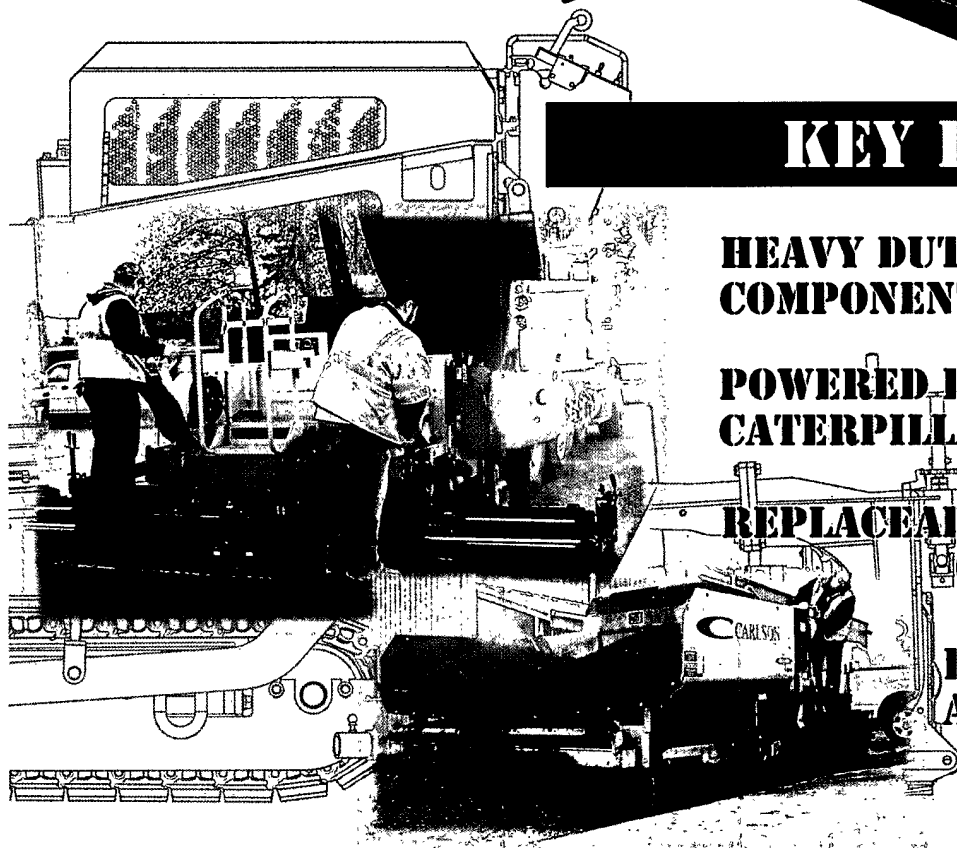
KEY FEATURES

**HEAVY DUTY AUGER AND CONVEYOR
COMPONENTS**

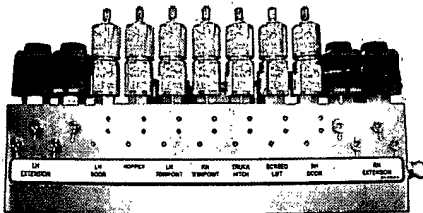
**POWERED BY A 100HP
CATERPILLAR TIER IV ENGINE**

**REPLACEABLE (3/8") HARDOX
CONVEYOR PLATES**

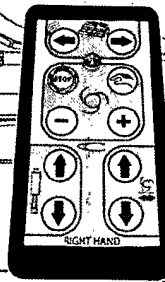
**BUILT BIGGER, BETTER,
AND LONGER LASTING**



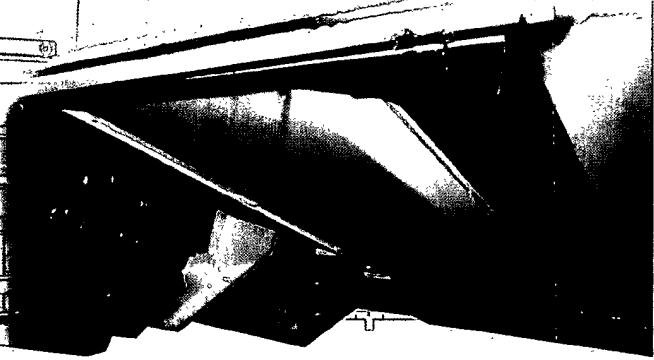
The CP-100 is powered with a Caterpillar Tier IV engine, providing better fuel economy with more horse power than previous pavers. Couple this with a load sense hydraulic system that provides flow and pressure only when demand requires it helps make the CP-100 one of the most fuel efficient, whisper quiet, highest quality commercial pavers on the market.



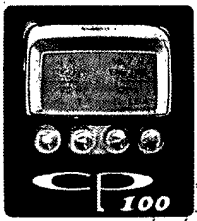
Every CP-100 paver comes standard with dual-control stations with intuitive switch placement for easier operation, wireless remotes, backlit controls and direct connect cable driven steering. Each control station is able to pivot vertically and horizontally to provide optimal operator comfort and visibility.



Augers and conveyors are all independently driven by chains that are 25% stronger than pavers in this class. Material is delivered by two horizontally sliding damper doors with adjustable hardened guides for maximum life. Carlson is the only manufacturer with horizontal sliding doors and this design keeps obstructions from damaging them when open.



The CP-100 comes with an easy to read digital information center for engine monitoring and diagnostics. The one-piece forward tilting hood allows for ease in maintenance and serviceability.



Hoppers are 1/2" thick wall heavy duty steel and provide a large 8.5 ton capacity. They also contain an integrated lock and have robust lift cylinders to provide lift angles that exceed the competition and help in material flow. A flip up front apron with integrated handles will make the end of day clean up EZ.

Carlson used their 25 years of experience to build the next generation of commercial paver screeds. The EZ-screed is available exclusively on the CP-100. Built with deck cones, full length element hold downs, manual crown and an adjustable slide track system sliding on 2" chrome rods.

This is the best screed in the industry;
A little brother to the highway-class screeds
you have known for years.

Tractor Width (Hopper Sides Up)	8' 2.5" (2.5m)
Tractor Width (Hopper Sides Down)	10' 1" (3.08m)
Gage Width (Center to Center of Tracks)	76" (1,930mm)
Wheelbase (Ground Contact)	68" (1,727mm)
Loading Ramp Angle	Foward 20°, Backward 15°
Length	13' 11" (4.24m)
Paver Weight	16,450lbs (7,462kg)
Screed Weight	2,750lbs (1,247kg)
Hopper Inside Width Opening	10' (3.04m)
Hopper Dump Clearance	27" (685.8mm)
Hopper Capacity	8 1/2 Tons (7.7t)
Conveyor Floor Plate Thickness	3/8" (9.5mm) Hardox
Auger Flight Thickness	3/4" (19.0mm)
Auger Speed Maximum	110rpm

Fuel Tank	30gal (113.6L)
Cooling System Capacity	11qts (10.4L)
Hydraulic Reservoir Capacity	45gal (170.3L)
Electrical System	12 Volt w/ 80amp Alternator

Engine	100 HP Caterpillar 3.4B Tier IV
EZ-Pave	105fpm (32m/min)
Full Pave	155fpm (47m/min)
Travel	230fpm (70m/min)
Reverse	230fpm (70m/min)
Standard Paving Width	8' (2.43m)
Paving Width (Min/Max)	4' - 17' (1.21m - 5.18m)
Paving Depth Compacted (Min./Max)	1/4" - 8" (6mm - 203mm)

CARLSON PAVING PRODUCTS, INC. an Astec Industries Company
18425 50th AVENUE EAST • TACOMA, WA 98446 USA • PH 800.216.2108 • carlsonpavingproducts.com



SPECIFICATIONS FOR A SELF-PROPELLED COMMERCIAL PAVER

GENERAL: Shall be a self-propelled, American made and track mounted high capacity paver/finisher capable of placing bituminous base and graded aggregate materials.

EXAMPLE: CP-100 or equal.

DIMENSIONS: The basic paver shall be a minimum of 19,000 lbs. including the standard screed.

- A. *Approximate height of machines.....5' 9"*
- B. *Approximate length of machine (including screed).....12' 11"*
- C. *Approximate width (shipping).....8' 6"*
- D. *Approximate wheelbase (center to center).....75"*

POWER UNIT: The paver must be powered by water cooled, turbo-charged, EPA tier IV certified, diesel engine and meet or exceed the following:

- A. *Minimum 4 cylinders and not less than 207.5 cubic inch displacement*
- B. *Minimum 100 hp @2500 rpm*
- C. *Minimum 80 amp alternator*
- D. *Minimum 30 gallon fuel tank*
- E. *Minimum 45 gallon hydraulic reservoir*
- F. *12 volt electrical system*
- G. *10 kw belt driven generator*
- H. *Battery Capacity 950 CCA*

TRACTION DRIVE: The paver shall have an independent, hydrostatic direct drive system with triple reduction planetaries, 2 speed motors. Speed selection shall be infinitely variable in each of the four speed ranges.

- A. *Paving Range (Lo Trans./Lo Motor) @ 1700 rpm.....0-105 fpm (32m/min)*
- B. *Paving Range(Lo Trans./Hi Motor) @ 2500 rpm.....0-155 fpm (47m/min)*
- C. *Travel Range (Hi Trans/ Hi Motor) @ 2500 rpm.....0-230 fpm (70m/min)*
- D. *Reverse Range (Hi Trans/ Hi Motor) @ 2500 rpm.....0-230 fpm (70m/min)*

SUSPENSION:The paver shall be equipped with heavy duty poly pad track system to meet or exceed the following:

- a. *Minimum 12" width track pads*
- b. *Minimum 7 idler rollers*
- c. *Minimum 69" ground contact*

OSCILLATING PUSH ROLLER: Two bearing equipped push rollers mounted on an oscillating frame with 6° or more of movement to compensate for minor directional misalignment of truck with paver.

HOPPER: The paver hopper shall be a minimum of 122 cubic feet in capacity, with minimum truck entry opening width of 120". The hopper wings shall be hydraulically folding.

MATERIAL FEED SYSTEM: The auger and conveyor system shall have a separate and reversible hydrostatic drive motors for right and left side feed systems providing optimum auger/conveyor operation throughout the machine's capability range. While the right and left side systems shall function independently, the conveyor system shall also operate independently of the auger system.

The conveyors must consist of solid bars riveted to special, heat treated steel offset link, heavy bushed roller chain riding in high strength, service hardening, steel sprockets. The conveyor tunnel shall be a minimum of 55". Floor plates must be constructed of abrasion resistant steel with a brinell hardness range of 450 throughout the entire plate.

The paver shall have 12" diameter infinitely variable speed augers consisting of bolt-on, replaceable, cast high alloy steel hemi-screw sections. Flight thickness shall be 7/8". Minimum auger speed of 110 rpm. Auger trough material to be released with horizontally sliding doors. Doors must have adjustable wear plates to insure proper function. The system shall be controlled by two sonic sensors.

CONTROLS: The paver shall have dual control stations (right and left side) each equip with a steering control pedestal, and an operator's console capable of rotating and tilting to meet the operator's zone of comfort/zone of reach. Both operator consoles shall include identical controls arranged in groups, equip with 5 function wireless remotes and signal horn.

The tractor shall have a center console containing digital gauge capable of displaying rpm, machine hour, battery voltage, coolant temp, oil pressure, fuel economy, fuel level, fuel pressure, hydraulic oil temp and active fault codes. The display screen shall have the ability to be customized to the operator's preference.

The paving controls shall include electrical switch control to select automatic or manual mode of the auger/conveyor. The auger/conveyor switch is to also provide reverse function of the feed system. Other controls shall include electrical switch control to open/close the hopper wings and raise/lower the screed. An extension switch for left and right extensions shall be located on both control stations.

SCREED: The paver shall be equipped with a basic 8' electric vibratory screed. Paving widths range from 4' to 17' using bolt-on screed extensions, with a depth range of 1/4" to 8" compacted. The main screed shall have a bolt-on replaceable tapered screed plate comprised of 450 hardox steel.

The main screed shall have a manual crown adjustment range of 2" positive to 2" negative. An indicator to show crown setting shall be installed within easy view of the operator. a simple hydraulic vibrator drive shall be included to provide a frequency of 2500rpm.

The main screed shall be electrically heated with six 240vac elements for combined heating power of 8,700 watts. Each element must be held down by adjustable full surface hold downs to assure

even heating of screed plate. Main screed shall be equipped with 120v accessory outlet, foldable and extendable grates, tool rack, safety beacon light and have an optional intergraded berm function.

WASHDOWN SYSTEM: Paver shall contain an independent pressurized Tec Shield, or environmentally safe, coating spray system. Shall be equipped with dual 25' hose and spray valve/nozzle, mounted on self-storing, spring retracting hose reels.

OPTIONAL EQUIPMENT

HIGH DECK SETUP: A paver setup for paving crews with 3 or 4 operators. Includes two seats mounted to the tractor with a center cat walk with stairs to optimize operators line on sight.

OPERATOR'S UMBRELLA: The paver shall have a 54" square umbrella with mounting hardware or better.

TRUCK HITCH: Two bearing equipped push rollers mounted on an oscillating frame with electric/hydraulic actuated, roller equipped clamp arms; quickly grip and secure a truck in proper attitude for unloading material onto the paver's hopper. This bolt-on unit automatically compensates for misalignment of truck with paver.

BOLT-ON: A 12" one piece bolt -on attachment allowing you to pave at greater widths. Built-in adjustment points to allow for seamless mat.

SAFETY EDGE: A side specific complete spring loaded endgate able to create a pre-compacted 30° profile edge. It is adjustable from flat to 30° enabling it to hold a true 30° edge despite grade.

POWER CROWN: A hydraulically motor to allow center crowning of the main screed with spring applied brake and chain coupled mechanical linkage arrangement.

LIGHT PACKAGE: Night paving light package consisting of 8 fully adjustable, vibration and weather proof LED lighting system, with 4,000 lumens, or better of high intensity white light.

HEATED ENDGATES: Electrically heated endgates shoes to help eliminate material buildup.

EQUIPMENT RENTAL AGREEMENT

North Dakota Department of Transportation
Financial Management Division, Rm. 22
608 East Boulevard Avenue
Bismarck, ND 58505-0700

NAME	LESSOR (VENDOR)	LESSEE (STATE)
	Swanston Equipment	ND DEPARTMENT OF TRANSPORTATION
ADDRESS	3450 Main Ave	608 E BOULEVARD AVENUE
CITY, STATE ZIP CODE	Fargo ND, 58103	BISMARCK ND 58505-0700
CONTACT	Mike Mullen	VANESSA BROSTEN
PHONE NO	701-293-7325	701-328-4466

DATE		RENTAL TERM		BEGINS On	ENDS ON
04/30/15		199 days		05/15/15	11/30/15
RENTAL RATES *		TRANSPORTATION CHARGES IF APPLICABLE			METER READING OUT
DAY (8HRS.)	\$	MINIMUM RENTAL AMOUNT GUARANTEED BY LESSEE \$48,000.00			5
WEEK (44HRS.)	\$				METER READING IN
MONTH (176 HRS.)	\$				
EXCESS HOURS BILLED AT	\$87.00 HR (201-400) \$ \$140.00 HR over 400				
* RENTAL RATES ARE BASED ON HOUR METER USAGE					
EQUIPMENT WILL BE USED AT					LESSEE WILL NOT REMOVE THE EQUIPMENT FROM THIS LOCATION WITHOUT NOTIFICATION.
SERIAL NUMBER	MAKE	MODEL	DESCRIPTION		UNIT VALUE
CP100/304	Carlson	CP100	Asphalt Paver		\$190,000.00

BILL TO INFORMATION						
NAME	NDDOT Williston/ Bismarck					
ADDRESS						
CITY		STATE		ZIP		
CONTACT		PHONE NO				

TERMS AND CONDITIONS

AGREEMENT:

Lessor, in consideration of the covenants, promises, and agreements on the part of the Lessee, hereinafter contained, hereby leases the equipment to Lessee in accordance with the terms of this agreement.

AMENDMENTS:

The terms of this agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written

instrument signed by the parties.

TRANSPORTATION CHARGES:

Lessee shall pay to the Lessor transportation charges incurred by Lessor in delivering the equipment to Lessee, and shall pay all such charges to return the equipment to Lessor upon termination of the lease. If applicable, transportation charges may be included in the rental rate.

OPERATION OF EQUIPMENT:

Lessee agrees that the equipment will be operated only by competent employees and will not be operated beyond the manufacturer's rated capacity nor improperly cared for or abused. The Lessee will pay for all costs of operation including regular maintenance and all repairs necessary due to improper use. Lessor shall supply all information necessary for Lessee to properly prepare operators and maintenance for their responsibilities. The equipment shall be returned to Lessor in as good condition as received, less reasonable wear and tear.

REPAIRS:

The expense of all major repairs made during the rental period, which shall be made by the Lessor's maintenance personnel, including labor, parts, mileage and other items will be paid by the Lessor unless required repairs are due to abuse or misuse of the equipment. The Lessee agrees to pay for repair of damaged tires or excessive wear. Cuts resulting in permanent damage to a tire will be subject to repair or replacement by Lessee if due to improper use or abuse. If the machine is down for more than 24 hours due to repairs, Lessor will issue credit of the prorated rental rate, or replace with a like or similar machine, if mutually agreed upon, or the agreement may be terminated and credited accordingly.

WARRANTY:

Lessor assigns to Lessee, for and during the term of this agreement, so long as Lessee shall not be in default, all manufacturer's warranties and guarantees, express or implied, issued on or applicable to the equipment.

ALTERATIONS AND MODIFICATIONS OF EQUIPMENT:

Lessee shall not make any additions, attachments, alterations or improvements to the equipment without the prior written consent of Lessor. Any addition, attachment, alteration or improvement of equipment shall belong to and become the property of Lessor unless, at the request of the Lessor, it is removed prior to the return of such item of equipment by Lessee. Lessee shall be responsible for all costs relating to such removal and shall restore such item of equipment to its operating condition that existed at the time it became subject to the applicable lease.

LIABILITY:

Lessee and Lessor each agrees to assume its own liability for any and all claims of any nature including all costs, expenses and attorneys' fees which may in any manner result from or arise out of this agreement.

INSURANCE:

Insurance shall be secured and kept in force during the term of this agreement, from insurance companies or a government self-insurance pool authorized to do business in the state of North Dakota, to include the following coverage:

- 1) Lessee and Lessor shall provide commercial general liability with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence.
- 2) Lessee shall provide property insurance insuring the full and true value of the equipment. Insurance policy shall name Lessee as insured and Lessor as an additional insured and loss payee thereof as Lessor's interest may appear. An Evidence of Property Insurance shall be provided to the Lessor by the Lessee.

The insurance coverage listed above shall meet the following additional requirements:

- 1) Any deductible or self insured retention amount or other similar obligation shall be the sole responsibility of the party purchasing the coverage.
- 2) This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A" or better by A. M. Best Company Inc., provided any excess policy follows form for coverage. "Follows form" means the excess policy must be written with the same terms and conditions as the policy to which is in excess.
- 3) Either party may request a certificate of insurance evidencing the required coverage that is in effect and providing that the coverage may not be canceled or modified without thirty (30) days prior written notice to the other party.
- 4) Failure to provide insurance as required in this agreement is a material breach of contract.

TAXES:

The State does not pay sales tax or most federal taxes. The State's sales tax exemption number is E-2001. The federal tax free transaction number is 45-70-0010K. the federal employer identification number is 45-0309764..

INSPECTION:

Lessee agrees to permit Lessor or its representatives to inspect equipment leased hereunder at all reasonable times upon request of Lessor.

TERMINATION:

- a. This agreement may be terminated by mutual consent of both parties, or by either party upon 30 day's notice, in writing or delivered by certified mail or in person.
- b. In addition, Lessee may terminate this agreement effective upon delivery of written notice to the Lessor, or at such later date as may be established by Lessee, under any of the following conditions:
 - 1) If Lessee funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. The agreement may be modified unilaterally to accommodate a reduction in funds.
 - 2) If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this agreement or are no longer eligible for the funding proposed for payments authorized by this agreement.
 - 3) If any license or certificate required by law or regulation to be held by the Lessor to provide the services required by the agreement is for any reason denied or revoked.

Any such termination of this agreement under (1), (2), or (3), above, shall be without prejudice to any obligations of either party already accrued prior to such termination.

- c. Either party, by written notice, may terminate the whole or any part of this agreement:
 - 1) If either party fails to provide services called for by this agreement within the time specified herein or any extension thereof; or
 - 2) If either party fails to perform any other provisions of this agreement, or so fails to pursue the work as to endanger performance of this agreement in accordance with its terms, and after receipt of written notice from either party, fails to correct such failures within ten days or such longer period as either party may authorize.

LESSEE AGREES TO:

- 1 Notify Lessor of any change in agreed location.
- 2 Not sublease, rent or loan above equipment.
- 3 Not hold Lessor responsible for weather conditions, such as rain, snow, etc. No credit is expected because of these conditions.
- 4 Notify Lessor immediately of any mechanical failure, at which time a decision will be made who is responsible for repairs.
- 5 Pay a clean up charge for excessively dirty equipment.

PURCHASE ORDER:

A Purchase Order will not be issued as a result of this agreement. The executed agreement will bind the contractual obligation of the Lessee. Purchase Orders or Claim for Payments will be executed for payment of monthly invoices.

RENTAL PAYMENTS:

Lessee shall pay Lessor, upon invoice, rental payments. Payment for itemized additional charges is upon invoice. All rent and other amounts payable by Lessee to Lessor hereunder shall be paid to Lessor at the address specified above or at such other place as Lessor may designate in writing to Lessee.

LATE PAYMENTS:

Customary late charges on accounts not paid within thirty (30) days of invoice are allowable, not to exceed the maximum rate of interest permitted by law.

EXTENDED RENTAL PERIOD:

Lessee shall notify Lessor of extended rental needs. Lessee reserves the right to negotiate seasonal rates with the Lessor and may opt to extend the agreement upon mutual consent.

REQUEST FOR BID:

If a written request for bid for the equipment rental was solicited, any accompanying specific terms, conditions and specifications therein will become part of this agreement.

GOVERNING LAW AND VENUE:

Notwithstanding any rules regarding the choice of law or venue, it is agreed by the parties that this agreement shall be governed by and construed in accordance with applicable Federal Law and the laws of the state of North Dakota, at the time the agreement was executed. All disputes arising from this agreement shall be brought in the South Central District Court of the state of North Dakota.

MERGER AND WAIVER:

This agreement constitutes the entire agreement between the parties. No waiver, consent, modification, or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. The Lessor, by the signature below of its authorized representative, hereby acknowledges that the Lessor has read this agreement, understands it, and agrees to be bound by its terms and conditions.

LESSOR (Vendor) TO BE SIGNED BY OWNER; PARTNER; CORPORATE PRESIDENT; VICE PRESIDENT. OR OTHER AUTHORIZED CORPORATE OFFICER OR BID MAY BE REJECTED. (IF SIGNED BY OTHER CORP. OFFICER, PLEASE ATTACH COPY OF POWER OF ATTORNEY OR OTHER DOCUMENTATION SHOWING AUTHORITY TO SIGN.)	
NAME (TYPE OR PRINT) <i>Wm. Skarboen</i>	TITLE: <i>Pres Pres</i>
SIGNATURE: <i>Wm. Skarboen</i>	DATE: <i>4/30/2015</i>

LESSEE (Agency)	
APPROVED AS TO SUBSTANCE BY: <i>Brad Jan</i>	DATE: <i>5-5-15</i>
AGENCY DIRECTOR SIGNATURE: <i>Grant Levi</i> <i>Darcy R. Rosendahl, Ag. Dir.</i>	DATE: <i>09 MAY 2015</i>

APPROVED as to execution this
<u>7</u> day of <u>May</u> 20 <u>15</u>
ATTORNEY GENERAL
By <i>Quil Dinger</i>
SPECIAL ASST. ATTORNEY GENERAL

EQUIPMENT RENTAL AGREEMENT

North Dakota Department of Transportation
Financial Management Division, Rm. 22
608 East Boulevard Avenue
Bismarck, ND 58505-0700

NAME	LESSOR (VENDOR)	LESSEE (STATE)
	Swanston Equipment	ND DEPARTMENT OF TRANSPORTATION
ADDRESS	3450 Main Ave	608 E BOULEVARD AVENUE
CITY, STATE ZIP CODE	Fargo ND, 58103	BISMARCK ND 58505-0700
CONTACT	Mike Mullen	VANESSA BROSTEN
PHONE NO	701-293-7325	701-328-4466

DATE	RENTAL TERM	BEGINS On	ENDS ON
04/30/15	199 days	05/15/15	11/30/15
DAY (8HRS.)	RENTAL RATES *	TRANSPORTATION CHARGES IF APPLICABLE	METER READING OUT
	\$		5
WEEK (44HRS.)	\$	MINIMUM RENTAL AMOUNT GUARANTEED BY LESSEE	METER READING IN
MONTH (176 HRS.)	\$	\$48,000.00	
EXCESS HOURS BILLED AT	\$87.00 HR (201-400) \$ \$140.00 HR over 400		
* RENTAL RATES ARE BASED ON HOUR METER USAGE			
EQUIPMENT WILL BE USED AT			LESSEE WILL NOT REMOVE THE EQUIPMENT FROM THIS LOCATION WITHOUT NOTIFICATION.
SERIAL NUMBER	MAKE	MODEL	DESCRIPTION
CP100/305	Carlson	CP100	Asphalt Paver
			UNIT VALUE
			\$190,000.00

BILL TO INFORMATION					
NAME	NDDOT Fargo/ Valley City				
ADDRESS					
CITY	STATE	ZIP			
CONTACT	PHONE NO				

TERMS AND CONDITIONS

AGREEMENT:

Lessor, in consideration of the covenants, promises, and agreements on the part of the Lessee, hereinafter contained, hereby leases the equipment to Lessee in accordance with the terms of this agreement.

AMENDMENTS:

The terms of this agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written

instrument signed by the parties.

TRANSPORTATION CHARGES:

Lessee shall pay to the Lessor transportation charges incurred by Lessor in delivering the equipment to Lessee, and shall pay all such charges to return the equipment to Lessor upon termination of the lease. If applicable, transportation charges may be included in the rental rate.

OPERATION OF EQUIPMENT:

Lessee agrees that the equipment will be operated only by competent employees and will not be operated beyond the manufacturer's rated capacity nor improperly cared for or abused. The Lessee will pay for all costs of operation including regular maintenance and all repairs necessary due to improper use. Lessor shall supply all information necessary for Lessee to properly prepare operators and maintenance for their responsibilities. The equipment shall be returned to Lessor in as good condition as received, less reasonable wear and tear.

REPAIRS:

The expense of all major repairs made during the rental period, which shall be made by the Lessor's maintenance personnel, including labor, parts, mileage and other items will be paid by the Lessor unless required repairs are due to abuse or misuse of the equipment. The Lessee agrees to pay for repair of damaged tires or excessive wear. Cuts resulting in permanent damage to a tire will be subject to repair or replacement by Lessee if due to improper use or abuse. If the machine is down for more than 24 hours due to repairs, Lessor will issue credit of the prorated rental rate, or replace with a like or similar machine, if mutually agreed upon, or the agreement may be terminated and credited accordingly.

WARRANTY:

Lessor assigns to Lessee, for and during the term of this agreement, so long as Lessee shall not be in default, all manufacturer's warranties and guarantees, express or implied, issued on or applicable to the equipment.

ALTERATIONS AND MODIFICATIONS OF EQUIPMENT:

Lessee shall not make any additions, attachments, alterations or improvements to the equipment without the prior written consent of Lessor. Any addition, attachment, alteration or improvement of equipment shall belong to and become the property of Lessor unless, at the request of the Lessor, it is removed prior to the return of such item of equipment by Lessee. Lessee shall be responsible for all costs relating to such removal and shall restore such item of equipment to its operating condition that existed at the time it became subject to the applicable lease.

LIABILITY:

Lessee and Lessor each agrees to assume its own liability for any and all claims of any nature including all costs, expenses and attorneys' fees which may in any manner result from or arise out of this agreement.

INSURANCE:

Insurance shall be secured and kept in force during the term of this agreement, from insurance companies or a government self-insurance pool authorized to do business in the state of North Dakota, to include the following coverage:

- 1) Lessee and Lessor shall provide commercial general liability with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence.
- 2) Lessee shall provide property insurance insuring the full and true value of the equipment. Insurance policy shall name Lessee as insured and Lessor as an additional insured and loss payee thereof as Lessor's interest may appear. An Evidence of Property Insurance shall be provided to the Lessor by the Lessee.

The insurance coverage listed above shall meet the following additional requirements:

- 1) Any deductible or self insured retention amount or other similar obligation shall be the sole responsibility of the party purchasing the coverage.
- 2) This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A" or better by A. M. Best Company Inc., provided any excess policy follows form for coverage. "Follows form" means the excess policy must be written with the same terms and conditions as the policy to which is in excess.
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 - 2) If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this agreement or are no longer eligible for the funding proposed for payments authorized by this agreement.
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GOVERNING LAW AND VENUE:

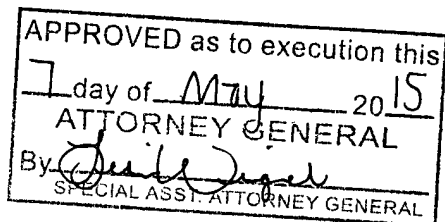
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This agreement constitutes the entire agreement between the parties. No waiver, consent, modification, or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. The Lessor, by the signature below of its authorized representative, hereby acknowledges that the Lessor has read this agreement, understands it, and agrees to be bound by its terms and conditions.

LESSOR (Vendor) TO BE SIGNED BY OWNER; PARTNER; CORPORATE PRESIDENT; VICE PRESIDENT. OR OTHER AUTHORIZED CORPORATE OFFICER OR BID MAY BE REJECTED. (IF SIGNED BY OTHER CORP. OFFICER, PLEASE ATTACH COPY OF POWER OF ATTORNEY OR OTHER DOCUMENTATION SHOWING AUTHORITY TO SIGN.)	
NAME (TYPE OR PRINT): <u>W. M. Siskind</u> TITLE: <u>CEO</u>	
SIGNATURE: <u>[Signature]</u>	DATE: <u>4/30/2015</u>

LESSEE (Agency)	
APPROVED AS TO SUBSTANCE BY: <u>[Signature]</u>	DATE: <u>5-5-15</u>
AGENCY DIRECTOR SIGNATURE: <u>for Grant Levi Darcy R. Rosendahl, Dep. Dir.</u>	DATE: <u>08 MAY 2015</u>





OP ID: JW

EVIDENCE OF PROPERTY INSURANCEDATE (MM/DD/YYYY)
05/01/2015

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY Vaaler Insurance/Bismarck PO Box 933 Bismarck, ND 58502 Rollin C. Mehlhoff		PHONE (A/C, No, Ext): 701-258-2800		COMPANY Great American Insurance Co Prop & IM Division 6300 S Syracuse Way, Suite 295 Centennial, CO 80111	
FAX (A/C, No): 701-258-2838		E-MAIL ADDRESS:			
CODE:		SUB CODE:			
AGENCY CUSTOMER ID #: NDDE-07					
INSURED ND Dept. of Transportation Financial Management Division 608 E Boulevard Ave Bismarck, ND 58505		LOAN NUMBER BLKT		POLICY NUMBER IMP118755911	
		EFFECTIVE DATE 07/01/14		EXPIRATION DATE 07/01/15	
				<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED	
THIS REPLACES PRIOR EVIDENCE DATED:					

PROPERTY INFORMATION

LOCATION/DESCRIPTION

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
BLKT Eq. Leased/rented from others Leased rented -not in excess of 12 mos. ACV = Actual Cash Value Maximum per item Maximum per Loss See Schedule attached or included in remarks	ACV \$600,000 \$3,000,000	\$15,000

REMARKS (Including Special Conditions)**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

NAME AND ADDRESS Swanston Equipment Companies PO Box 1963 Fargo, ND 58107-1963	MORTGAGEE		ADDITIONAL INSURED
	<input checked="" type="checkbox"/> LOSS PAYEE		
	LOAN #		
	AUTHORIZED REPRESENTATIVE 		

MEMO TO: Grant Levi, P.E.
Director

FROM: Vanessa Brosten
DOT Financial Management

DATE: 05/04/2015

SUBJECT: Contract# 50150314, Asphalt Paver Rental

The purpose of this contract is for the rental of asphalt pavers for highway maintenance operations.

Vanessa Brosten, 328-4466

50/vnb